

REQUEST FOR QUOTATION

BID No. UM06-009 Title: Bagged Shavings Bid Due Date:

Tuesday, September 5, 2006 3 p.m.

ARIZONA EXPOSITON AND STATE FAIR

PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 252-6771 Ext. 115

Page 1 of 7 DATE: 8/23/06

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

Read terms and conditions on reverse of this form before preparing your quotation. Vendor should quote his best net price, FOB destination, including all delivery charges, but excluding applicable taxes. Delivery schedule and discount for early payment should be indicated below. Return your quotation promptly to the Purchasing Office at the above address, referencing the RFQ number on your return envelope.

Price Sheet

- Offerors must complete all line items.
- Notice: The State will assume that the price(s) offered do not include any applicable transaction privilege (sales) taxes. If the products and/or services specified require transaction privilege (sales) taxes, they are to be described and itemized separately on the Offer.
- Sales tax percent: ______%. (See Uniform Instructions to Offerors, paragraph 3.11)

Line Item	Description	Price
1	Bagged Wood Shavings for livestock display as specified. Palletized on 4'x4' pallets. 960 bags delivered – F.O.B. Arizona State Fair. Delivery between October 2-6, 2006.	\$

THIS SECTION MUST BE COMPLETED BY VENDOR					
			1		
Company Name	Address	City	State	Phone No.	
Signature	Date	Ty	ped Nam	e and Title	

"Uniform Terms and Conditions" and "Uniform Instructions to Offeror's" are incorporated by reference. See Enterprise Procurement (EPS) website at www.azspo.az.gov. "Procurement Documents", Version 7.0 and Version 7.1, dated 5-1-03.

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SPECIAL INSTRUCTIONS

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VENDOR NOTICE

PURPOSE

Pursuant to the provisions of the Arizona Procurement code, A.R.S. §41-2501 <u>et seq</u>, The Arizona Exposition and State Fair herein referred to as the agency intends to establish a term contractor for screened wood shavings in accordance with the requirements of this Request for Quotation.

- 1. This solicitation as a Request for Quotation is being offered as allowed by R2-17-D302.B. Only a small business, as defined in R2-7-101, shall be awarded a contract unless any of the following apply:
 - 1. The purchase has been unsuccessfully competed under R2-7-D303, including failure to obtain fair and reasonable prices; or
 - 2. The agency chief procurement officer has made a written determination that restricting the procurement to small business is not practical under the circumstances.

Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in §41-2611 through §41-2616.

Contract Award

The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and subfactors identified in the solicitation. The State may reject any or all proposals if such action is in the State's best interest. The State may waive informalities and minor irregularities on proposals received. The offeror's initial proposal should contain the offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the proposal. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so. Any exchanges with offerors after receipt of a proposal does not constitute a rejection of counteroffer by the State.



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VENDOR NOTICE

Federal Immigration and Nationality Act

By signing the Offer the Offer or warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offer or shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

QUESTIONS

Questions relating to this solicitation shall be directed to the attention of Procurement Officer, Jack Bell, Arizona State Fair, telephone (602) 257-7115. Offerors are encouraged to fax or e-mail questions, no less than seven days prior to the solicitation due date and time, to (602) 271-7115 or jack.bell@azstatefair.com



SPECIAL TERMS AND CONDITIONS

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VENDOR NOTICE

Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Billing

All billing notices shall include delivery time, and the contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials require with in the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

- 1. Cancel any contract;
- 2. Reserve all rights or claims to damage for breach of any covenant of the contract;
- 3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
- 4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond; or
 - C. Any combination of the above or any other remedies as provided by law.

Contract Termination (Convenience)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

Current Products

All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.



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VENDOR NOTICE

Delivery

Delivery shall be made in accordance with the Scope of Work.

Eligible Agencies (Listed)

Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Exposition & State Fair.

Insurance

The state requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation duration. The insurance company must be currently licensed to transact business in the State of Arizona and rate by Best as an A VII or better. The state will notify the successful contractor of the intent to issue a contract award. The successful contractor must at that time submit an original copy of the attached certificate of insurance, for coverage's in the minimum amounts stated. The coverage's shall be maintained in full force and effect by the contractor during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

Pricing

Pricing stated shall be F.O.B. Destination. All pricing shall be firm, and include all freight, insurance, warranty costs, and any other applicable costs.

Product Authorized For Sale

Only products authorized for sale in the United States will be considered acceptable.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Term of Contract (1 Year From Award)

The term of any resultant contract shall commence on the date of the award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.



Scope of Work

ARIZONA EXPOSITON AND STATE FAIR
PURCHASING OFFICE
1826 W. McDowell Road
Phoenix, AZ 85007
(602) 252-6771 Ext. 115

Bid No. UM06-009 Wood Shavings

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Scope of Work

The Arizona Exposition and State Fair seeks a contractor to provide and deliver a truck load of bagged wood shavings for use with livestock displays.

Specifications:

- 1. Medium mixture of screened wood shavings limited to dust free.
- Shavings to be new product with no sawmill by-products or scrap lumber. (Wood not to be Cedar).
- 3. Shavings to be bagged and palletized on 4'x4' wooden pallets. AESF will provide forklift to unload trailer
- 4. Bag size 3.0 cubic feet minimum, for an expanded volume of 9 10 cubic feet per bag.
- 5. Shavings to be packaged in plastic bags with a heat seal or similar closure.
- 6. Quantity 960 bags.
- 7. Delivery shall be F.O.B. Arizona State Fair, between October 2 6, 2006.

Arizona State

OFFER AND ACCEPTANCE

Bid No. UM06-009 Wood Shavings

ARIZONA EXPOSITON AND STATE FAIR PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 252-6771 Ext. 115

Procurement Officer

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OFFER

то тне	STATE OF ARIZONA:					
			construction in compliance with all terms, conditions, s in the offer. Signature also certifies Small Business status.			
Arizona	Transaction (Sales) Privilege Tax License No:		For clarification of this offer, contact:			
			Name:			
Federal E	Employer Identification No:					
			Phone:			
Company Name Offer			Signature of Person Authorized to Sign			
	Address		Printed Name			
City	State	Zip	Title			
CERTIF	ICATION					
By signat	ure in the offer section above, the bidder certif	fies:				
1.	The submission of the offer did not involve	collusion or other an	uti-competitive practices.			
2.	The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 112 State Executive Order 75.5 or ARS §41-1461 through 1465. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employmen gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to					
3.						
4.	provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provide by law. The bidder certifies that the above referenced organization _is/_ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.					
		ACCEPTANCE O	F OFFER			
The Offer	r is hereby accepted.					
	ractor is now bound to sell the materials or sers, specifications, amendments, etc., and the Co		ached contract and based upon the solicitation, including all terms ccepted by the State.			
not to con	ract shall henceforth be referred to as Contrac mmence any billable work or to provide any mocument or written notice to proceed.	et No naterial or service und	The Contractor has been cautione ler this contract until Contractor receives purchase order, contract			
			State of Arizona			
			Awarded this day of20			